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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 EMI APRIL MUSIC INC.,)
13 DESMOBILE INC., BON JOVI)
14 PUBLISHING, UNIVERSAL-)
POLYGRAM INTERNATIONAL,)
15 INC., AGGRESSIVE MUSIC,)
HUNGLIKEYORA MUSIC,)
HERBILICIOUS MUSIC, WB MUSIC)
16 CORP., BLACK FOUNTAIN MUSIC,)
S'MORE MUSIC, BEEF PUPPET)
17 MUSIC, UNIVERSAL MUSIC)
CORPORATION, DEMON OF)
18 SCREAMIN' MUSIC, FUN WITH)
GOATS and TRAVIS BARKER)
19 D/B/A BEAT POET MUSIC,)

20 Plaintiffs,

21 v.

22 CYBERSTRIP ENTERPRISES, INC.)
23 and AKOP GASPARYAN,)

24 Defendants.
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Case No. CV 08-03234 DSF (CTx)

CONSENT JUDGMENT

(17 U.S.C. §§101 *et seq.*)

1 WHEREAS, Plaintiffs EMI April Music, Inc., Desmobile, Inc., Bon Jovi
2 Publishing, Universal-Polygram International, Inc., Aggressive Music, Hunglikeyora
3 Music, Herbilicious Music, WB Music Corp., Black Fountain Music, S'More Music,
4 Beef Puppet Music, Universal Music Corporation, Demon of Screamin' Music, Fun
5 with Goats, and Travis Barker D/B/A Beat Poet Music ("Plaintiffs") are owners of
6 the copyrights in the musical compositions listed in Schedule A to Plaintiffs'
7 Complaint filed in this action and members of the American Society of Composers,
8 Authors and Publishers ("ASCAP"); and

9 WHEREAS, Defendants Cyberstrip Enterprises, Inc. and Akop Gasparian
10 ("Defendants") have agreed that service of the Summons and Complaint may be
11 waived; and

12 WHEREAS, Defendants, at the times of the infringing acts alleged in the
13 Complaint, did own, control, manage, operate, and maintain a place of business for
14 public entertainment, accommodation, amusement, and refreshment known as Star
15 Garden, located at 6630 Lankershim Blvd., in North Hollywood in the State of
16 California; and

17 WHEREAS, without authorization or consent, Defendants, on the dates
18 specified on Schedule A to the Complaint, publicly performed Plaintiffs' copyrighted
19 musical compositions at Star Garden for the entertainment and amusement of the
20 patrons attending said premises in violation of Plaintiffs' rights under 17 U.S.C. §
21 106(4), as a remedy for which Plaintiffs are entitled to judgment against Defendants
22 for willful copyright infringement.

23
24 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
25 DECREED that:

26 1. (a) Judgment is entered for Plaintiffs and against Defendants on the
27 claims set forth in Plaintiffs' Complaint in the amount of Nine Thousand Dollars
28 (\$9,000.00). Notwithstanding the foregoing, the parties have agreed that this

1 Judgment may be satisfied upon Defendants' payment of the sum of Six Thousand
2 Dollars (\$6,000.00) ("the Settlement Amount") as provided in Paragraph 2 below.

3 (b) The amount provided for in this Consent Judgment shall be in full
4 settlement of all claims against Defendants arising out of Plaintiffs' Complaint and all
5 other copyright infringement claims of members of ASCAP against Defendants
6 arising out of the operation of Star Garden, during all periods up to and including the
7 date of entry of this Consent Judgment.

8 2. (a) Defendants shall pay the Settlement Amount in eleven (11)
9 installments. The first installment shall be One Thousand Dollars (\$1,000.00), to be
10 made upon entering into this Consent Judgment. The following payments shall each
11 be for Five Hundred Dollars (\$500.00) and shall be made on the first of each month
12 beginning September 2008 through June 2009.

13 (b) Defendants shall make the payments provided for above in the
14 form of a certified, cashier's, bank, or corporate business check drawn on a California
15 bank, made payable to "ASCAP," and delivered to Emilia Petersen, Esq., at Arnold &
16 Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California 90017, or
17 such other person as Plaintiffs' attorneys shall designate to receive such payments.

18 3. Contemporaneously with the execution of this Consent Judgment,
19 Defendants will execute an ASCAP General License Agreement for Star Garden for
20 the term commencing January 1, 2008. License fees pursuant to such license
21 agreement for the calendar year 2008 shall be included in the amount to be paid by
22 Defendants as provided in this Consent Judgment. License fees pursuant to such
23 license agreement for periods beginning January 1, 2009, shall be paid by Defendants
24 when due as billed by ASCAP, and Defendants shall otherwise abide by all of the
25 terms and conditions of the license agreement.

26 4. In the event that Defendants fail to make any of the payments provided
27 for in paragraph 2(a), or to pay license fees to ASCAP as provided for in paragraph 3,
28 upon receipt by Defendants of written notice from Plaintiffs or their undersigned

1 attorneys of any such delinquency, Defendants shall have ten (10) calendar days in
2 which to cure such delinquency. If the delinquency is not cured within such ten (10)
3 day period, Defendants shall be obligated to pay the full Judgment amount of Nine
4 Thousand Dollars (\$9,000.00), less any payments previously made to Plaintiffs
5 pursuant to paragraph 2 above. Such balance shall be immediately due and payable,
6 and execution therefore may issue forthwith and without any further notice to
7 Defendants.

8 5. Plaintiffs shall be granted all such writs and process as is necessary or
9 proper for the enforcement of this Consent Judgment.

10 6. Subject to the Court's continuing jurisdiction over the parties for
11 purposes of enforcement of this Consent Judgment, this action is dismissed.

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13 **ORDER**

14 **IT IS SO ORDERED.**

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16 Dated: 9/5/08

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UNITED STATES
DISTRICT JUDGE